IN THE HIGH COURT OF JUDICATURE AT BILASPUR

WRIT PETITION NO. 2342 OF 2003

PETITIONER : Mchhua Samuh Nagri Through President Imran Khan, S/o Abdul Jabbar Khan, aged about 24 years, R/o Civil Line Nagri, Tah. Nagri, Distt. Dhamtari (C.G)

P. N. No. 2168/03
Presented by Shri Sunil Sahu
dated 31/12/03

VERSUS

RESPONDENTS :

(1) The State of Chhattisgarh, throug Secretary, Fishery Developmen Corporation Raipur(C.G.)

(2) Collector Dhamtari, Distt. Dhamtari (C.G.).

(3) Chhattisgarh State Sahkari F Mahasangh Maryadit Raipur t its Regional Manager Raipur(C.G.)

(4) Naib Tahsildar, Nagri, Distt. Dhamt (C.G.)

(5) Ramdayal Sahu, President, Bhartiya Janta Party Mandal Nagri Sihava.

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31/12
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शपथ आयुक्त
एम.के शुक्ला
सिमगा तहसील कोर्ट

WRIT PETITION U/A 226/227 OF THE CONSITITUTION OF INDIA

XI-HC-22

उच्च न्यायालय, छत्तीसगढ़, बिलासपुर (42)

आदेश पत्रक

W.P. No. 2342/03

मामला क्रमांक ..... सन् 200

..... विरुद्ध .....

आदेश का दिनांक आदेश क्रमांक सहित	आदेश हस्ताक्षर सहित	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश
	28.8.2003 Petitioner by Shri Awadh Tripathi, Advocate. Respondents No. 1, 2 and 4 by Shri Ranbir Singh, Govt. Advocate. By this petition under Article 226/227 of the Constitution of India the petitioner seeks to challenge the order dated 5.6.2003 passed by the Respondent No.3. The petitioner's case is that vide Annexure P/1 dt. 30th November, 1998 the Respondent No.1 and petitioner entered into an agreement by which the petitioner was allowed to carry out fishing activities in the Shondur Dam for a period of five years. That period of five years will expire on 29th November, 2003, but the respond... way of the impugned order dt. 5.6.2003 restrained the petitioner from carrying out the fishing activities in the aforesaid dam. Accor... the agreement itself the agreement was come to an end on 15.6.2003. Since 5.6.2003 the respondents in an arbitrary and illegal manner have restrained the petitioner to carry out the fishing activities in the dame. By such action the petition has suffered a loss of Rs. 3,80,000/. The respondents ought to have provided facilities for carrying out fishing activities in the bucket area otherwise on account of their illegal action and illegal interference in the fishery activities which the petitioner was carrying out under the permission of the respondents according to the agreement deed; the respondents are liable to pay damages. It is therefore prayed that the respondents be directed to produce the entire record and to provide Rs. 3,80,000/- with interest	

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आदेश पत्रक

W.P.(S) 2342/03

मामला क्रमांक ..... सन् 200

विरुद्ध

आदेश का दिनांक आदेश क्रमांक सहित	आदेश हस्ताक्षर सहित	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश

to the petitioner which loss has suffered by the petitioner due to arbitrary and illegal action of the respondents.

I have heard Shri Awadh Tripathi, learned counsel for the petitioner and Shri Ranbir Singh, learned Govt. Advocate for the State.

The agreement was entered on 30th November 1998 between the petitioner and the Respondent No.1 regarding fisheries right in the Shondur Dam. Para 2 of the agreement says that the petitioner was allowed to take necessary activities temporarily for a period of five years. However, para-3 of the agreement further says that the agreement has been executed between the parties for the period from 1st November 1999 and that the petitioner is allowed to have the fishing activities for a period of five years up to 15th June 2003. Therefore in view of this para-3 of the agreement the petitioner was permitted to have fishing rights in the dam up to 15th June 2003. The contention of the learned counsel for the petitioner is that since the agreement says that the fishing activities was allowed for five years and the agreement was executed on 1st November, 1998 therefore the respondents should have allowed the petitioner to have fishing activities up to the last day of October,2003. Whereas, learned counsel for the State submits that this five years period was subject to the cut off date 15th June, 2003.

Having heard learned counsel for the parties, having regard to the facts and circumstances of the case and having regard to the agreement entered between the parties, I do not find any force in the argument of learned counsel for the petitioner. It is true that in para-2 and even in para 3 of the agreement it has been mentioned that the

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मामला क्रमांक ..... सन् 200

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आदेश का दिनांक आदेश क्रमांक सहित	आदेश हस्ताक्षर सहित	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश

fishing activities was allowed for five years but later on it has been mentioned that this five years period was limited only up to 15th June, 2003. Therefore, the petitioner cannot be allowed to have fishing activities after 15th June, 2003.

Learned counsel for the petitioner further submits that the petitioner has deposited licence fees for five years, therefore he should be allowed to have fishing activities for total five years period. In this argument also I do not find any force because in para-3 of the agreement it has been specifically mentioned that the fishing activities would be allowed only up to 15th June, 2003.

As far as the question of incurring loss of Rs. 3,80,000/- by the petitioner on account of not allowing him to have fishing activities from 5th June, 2003 to 15th June, 2003 is concerned, the petitioner is at liberty to avail appropriate remedy available to him under the law.

With the above observations this petition does not survive and the same is disposed of finally. Consequently I.A. No. 7228/2003 also disposed of.

Sd/-
L.C. Bhadoo
Judge